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Attorneys for Plaintiffs,

KEVIN TOBIN and ROSA FALDON, on behalf of the general public as private attorney general.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

KEVIN TOBIN and ROSA FALDON,
on behalf of the general public as private
attorney general,

Plaintiffs,

v.

ADVENTIST HEALTH SYSTEM/WEST,
a California Corporation; and DOES 1-50,
inclusive,

Defendants

Case No. S-CV-0049484

**DECLARATION OF ROMAN
OTKUPMAN IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: November 14, 2024

Time: 8:30 a.m.

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2. I make this declaration in support of Plaintiffs' Unopposed Motion for Approval of
PAGA Settlement.

3. I obtained my Bachelor's degree from the University of California at Los Angeles in 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in Slavic Languages.

5. Thereafter, I volunteered at the Employee Rights Center of San Diego where I informed numerous employees about their options and legal avenues in wage and hour and/or employment discrimination disputes.

7. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage and hour class actions involving failure to pay wages, wage statement violations and derivative Labor

1 Code claims and penalties. See, *Barrios v. Freeway*, Superior Court of California County of
2 Sacramento, Case No. 34-2015-00183162-CU-OE-GDS; *Hernandez v. CoWorx*, Superior Court of
3 California, County of San Joaquin, Case No. 39-2015-0032567-CU-OE-STK; *Sigourney Esh v.*
4 *Be.Group*, Superior Court of California, County of San Diego, Case No. 37-2014-00006162-CU-OE-
5 NC; *Pakiza A. Ali v. Rainbow USA Inc.*, Superior Court of California, County of San Joaquin, Case
6 No. 39-2015-00320655-CU-OE-STK; *Rosie Orta v. Walgreen Co.*, Superior Court of California,
7 County of Los Angeles, Case No. BC530605; *Jennifer Underwood v. Payroll Direct, Inc.*, Superior
8 Court of California, County of Merced, Case No. 15CV-03112; *Jeremiah Putnam v. Sagar Diner,*
9 *Inc.*, Superior Court of California, County of Merced, Case No. SCV011040; *Amanda Maniord v.*
10 *Hue & Cry, Inc.*, Superior Court of California, County of Shasta, Case No. 182115; *Andrew Mojica*
11 *v. Dedicated Fleet Systems Inc., and Osterkamp Transportation Group*, Superior Court of California,
12 County of Los Angeles, Central Civil West, Case No. BC621739; *Holly Pinheiro v. Stanton Optical*
13 *Florida LLC, Vision Precision Holdings, LLC*, Superior Court of California, County of San Joaquin,
14 Case No. 39-2015-00323663-CU-OE-STK; *Jared Sewell v. Gary D Nelson Associates Inc.*, Superior
15 Court of California, County of Sonoma, Case No. SCV 254929; *David Jimenez v. Modern Interiors,*
16 *Superior Court of California, County of Los Angeles*, Case No. BC549815; *Patricia Mosley v. Shields*
17 *for Families*, Superior Court of California, County of Los Angeles, Case No. BC590656; *Teri Parker*
18 *v. Toms Sierra Co, Inc.*, Superior Court of California, County of Placer, Case No. SCV0036376.

18 8. Upon becoming a member of the bar, I worked at a boutique employment firm
19 specializing in defense of multi-plaintiff and single plaintiff defense of wage and hour claims as well
20 as other various employment claims. There, I was involved in numerous wage and hour actions as
21 well as employment discrimination lawsuits including but not limited to: violation of Labor Code
22 226, failure to pay overtime, PAGA claims Labor Code 2699 *et seq.*, sexual harassment, gender
23 discrimination, racial discrimination, intentional infliction of emotional distress, breach of contract,
24 conspiracy, breach of good faith and fair dealing, disability discrimination and failure to
25 accommodate, as well as Labor Code Section 132 (a) claims under worker's compensation law.

26 9. I have written numerous articles on various wage and hour and related employment
27
28

1 litigation issues, three of which were published in recent years¹.

2 10. Based on my own investigation and evaluation, I am of the opinion that the Settlement,
3 its allocation among Aggrieved Employees, and the recovery for each Aggrieved Employee, is fair
4 and reasonable. I believe I have a strong understanding of the trends in both the likelihood of
5 certification of wage and hour and PAGA cases and the value of settlements of cases such as this one.

6 11. My opinion takes into consideration, the amounts received in other similar
7 representative actions, which I have litigated and/or am familiar with, the risks inherent in litigation
8 of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the amount
9 received in the settlement. Based on that knowledge, I am of the opinion the settlement is fair,
10 reasonable and adequate and is in the best interests of the Aggrieved Employees.

11 **Background of the Case and Relevant Procedural History**

12 12. On September 1, 2022, Plaintiff Kevin Tobin ("Plaintiff Tobin") sent a PAGA Notice
13 to the Labor Workforce and Development Agency ("LWDA") and Defendant Adventist Health
14 System/West ("Defendant"), providing notice of various provisions of the Labor Code that Defendant
15 allegedly violated, including the facts and theories to support the alleged violations. Specifically,
16 Plaintiff Tobin alleged claims related to failure to pay wages including minimum wages and overtime,
17 failure to provide rest periods, failure to timely pay wages at separation, failure to provide accurate
18 wage statements, and failure to indemnify necessary business expenses.

19 13. On October 28, 2022, Plaintiff Rosa Faldon ("Plaintiff Faldon") sent a PAGA Notice
20 to the LWDA and Defendant, providing notice of various provisions of the Labor Code that
21 Defendant allegedly violated, including the facts and theories to support the alleged violations.
22 Specifically, Plaintiff Faldon alleged claims related to the failure to provide meal and rest breaks, and
23 failure to pay premium wages for missed meal and rest breaks; the failure to properly pay all minimum
24 and overtime wages due; the failure to maintain accurate records; the failure to issue accurate,

25 ¹ 1. Employment Equality in the Workplace – Published in the Valley Lawyer Magazine October 2010 issue.

26 2. Applying Cat's Paw Theory to Discrimination Cases - Published in the Valley Lawyer Magazine August 2011 issue.

27 3. ADR in the Employment Arena – Published In the Valley Lawyer Magazine issue June 2012 issue.

1 itemized wage statements; the failure to timely pay wages during employment; the failure to provide
2 a safe and healthful workplace; and the failure to reimburse for business expenses.

3 14. The LWDA did not inform Plaintiffs of any intent to investigate the noticed claims
4 within the sixty-five (65) day statutory deadline and, to this day, has not communicated any intent to
5 investigate the claims. Thus, Plaintiffs became authorized under Labor Code section 2698, *et seq.* to
6 act as private attorneys general for the alleged PAGA claims.

7 15. On November 16, 2022, Plaintiff Tobin filed a representative action entitled *Kevin*
8 *Tobin, on behalf of the general public as private attorney general v. Adventist Health System/West,*
9 *et al.* in Placer County Superior Court, alleging PAGA violations as set forth in Plaintiff's Complaint
10 pursuant to Labor Code § 2698, *et seq.* ("PAGA") for alleged violations of the Labor Code (the
11 "Tobin PAGA Action").

12 16. On March 6, 2023, Plaintiff Faldon filed a representative action entitled *Rosa Faldon,*
13 *on behalf of herself and all others similarly situated, and on behalf of the general public v. Adventist*
14 *Health System/West, et al.* in Kings County Superior Court, alleging PAGA violations as set forth in
15 Plaintiff's Complaint pursuant to Labor Code § 2698, *et seq.* ("PAGA") for alleged violations of the
16 Labor Code (the "Faldon PAGA Action").

17 17. On June 27, 2023, Plaintiff Tobin filed a First Amended Complaint to informally
18 consolidate the Tobin PAGA Action and Faldon PAGA Action (the "Operative Complaint").

19 18. The Operative Complaint alleges violations of the PAGA for Defendant's failure to
20 pay all minimum and overtime wages, failure to provide meal periods, failure to make meal period
21 premium payments, failure to authorize and permit rest periods, failure to make rest period premium
22 payments, failure to pay all wages earned and owed upon separation from Defendant's employ, failure
23 to pay wages timely during employment, failure to provide accurate itemized wage statements, failure
24 to maintain accurate records, failure to maintain a safe and healthful workplace, and failure to
25 reimburse necessary business expenses. The Operative Complaint specifically alleges that Defendant
26 violated California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 222, 226, 226.3, 226.7,
27 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403,

1 6404, and 6407, as well as the corresponding sections of any applicable Wage Order including
2 without limitation IWC Wage Order 5.

3 19. Defendant denies all of the allegations in the Action and denies that it has committed
4 any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct.

5 20. The Parties proceeded to exchange extensive documents and information that allowed
6 both sides to thoroughly evaluate the potential exposure and potential risk, such as a review of
7 Defendants' policies and procedures related to the claims alleged and time and pay records, among
8 others. Specifically, Plaintiff obtained, through discovery, statistical data including records of
9 Aggrieved Employees, which consisted of wage statements, clock-in and clock-out times, times taken
10 for meal breaks, wages earned during the relevant pay periods, written policies and procedures on
11 meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the
12 number of pay periods in the PAGA Period and the total number of Aggrieved Employees. During
13 this process, Plaintiff's counsel analyzed, researched, and investigated the potential issues, including
14 matters related to the calculation of PAGA damages, trial management, and appellate issues and risks.

15 21. Following extensive discovery and investigation, the Parties participated in an all-day
16 mediation presided over by Lisa Klerman on June 4, 2024, and reached a settlement of all claims
17 alleged in the Operative Complaint, the terms and conditions of which are memorialized in the
18 Parties' PAGA Settlement Agreement ("Settlement Agreement") attached hereto as **Exhibit 1**.

19 22. The Parties have conducted a thorough investigation into the facts of the Action. Based
20 on the foregoing data and on their own independent investigation and evaluation, PAGA Counsel is
21 of the opinion that the settlement with Defendant for the consideration and on the terms set forth in
22 the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA
23 and Aggrieved Employees in light of all known facts and circumstances, including the risk of
24 significant delay, uncertainty associated with litigation, various defenses asserted by Defendant, and
25 numerous potential appellate issues.

26 23. From the beginning, Defendant has contested the merits of this Action, the
27 manageability of the case at trial, and Plaintiff's ability to prove a violation in each pay period for
28 each Aggrieved Employee among other defenses and contentions it made challenging the propriety

1 of this Action. Defendant further contended that, even assuming there was a finding supporting the
2 imposition of PAGA penalties, the Court would likely exercise its discretion to substantially reduce
3 any such penalties owed based on an alleged good faith attempt to comply with the Labor Code
4 obligations by Defendants. Notwithstanding its agreement to settle the matter, Defendant believes the
5 practices Plaintiffs are contending are either unlawful or do not exist or, to the extent they do exist,
6 fully comply with all state and federal employment laws with respect to Plaintiffs and all Aggrieved
7 Employees.

8 24. Based on the expected testimony from Plaintiffs and the Aggrieved Employees, a
9 review of Defendant's policies and procedures and other documents relating to the alleged claims,
10 information on the number of Aggrieved Employees and PAGA Pay Periods, the payroll data, the
11 scope of the potential penalties in light of the claims alleged, the Court's statutorily authorized
12 discretion to reduce any penalties assessed, and the negotiations that have taken place, I am convinced
13 that the proposed settlement is in the best interest of Plaintiffs, the Aggrieved Employees affected by
14 the Agreement, and the LWDA. The length and risks of trial and other normal perils of complex
15 litigation that impact the value of the claims were also considered and weighed in reaching the
16 proposed settlement. In addition, I carefully considered the difficulties of complex litigation, and the
17 lengthy process of establishing specific damages and various possible delays and appeals in agreeing
18 to the proposed settlement. I further considered the fact that penalties under the PAGA could be
19 substantially cut at the discretion of the Court even if Plaintiffs were successful on proving those
20 claims and there was risk that a Court could find no willfulness in the failure to pay wages at
21 separation, which would eliminate the value of the waiting time penalty entirely. Overall, I believe it
22 is more beneficial to secure a guaranteed benefit to Plaintiffs, the Aggrieved Employees, and the
23 LWDA now rather than to proceed with litigation and potentially obtain zero funds due to legal or
24 factual issues.

24 **Risk and Evaluation of Settlement**

25 25. Defendant represents that there were approximately 3,530 Aggrieved Employees who
26 worked a total of 198,889 PAGA Pay Periods. Given the number of employees affected by
27 Defendants' practices, the \$1,865,000.00 settlement confers a substantial benefit on these employees.

26. In accordance with the PAGA, the court in a PAGA action has discretion “to assess a civil penalty” that the Labor Commissioner would have, as well as complete discretion to “award a lesser amount than the maximum civil penalty amount specified [by the PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Labor Code § 2699(e)(1) and (e)(2))).

27. I believe the settlement amounts to an excellent result for the LWDA and the Aggrieved Employees. There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiffs' evidence that Defendant intentionally violated the law. These uncertainties increase Plaintiffs' risk of pursuing the PAGA claims and required a significant discount for settlement purposes. Further, I am not aware of any California state courts awarding plaintiffs multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions and, in my personal experience, PAGA awards are small even for egregious, intentional violations of the Labor Code. In *Ghrdilyan v. RJ Financial, Inc.*, LASC, Case No. BC430633, the employer underpaid commission overtime wages. The plaintiff sought in excess of \$9 million in civil penalties under the PAGA. After a bench trial, the Honorable Judge Ronald M. Sohigian awarded approximately \$325,000 in civil penalties under the PAGA. In a similar PAGA case before the Los Angeles Superior Court, *Shields v. Security Paving Company, Inc.*, LA Superior Court Case No. BC492828, on October 24, 2017, the court awarded the prevailing PAGA plaintiff civil penalties totaling only \$50.00. (See also *Avila v. Cold Spring Granite Co.* (E.D. Cal. Jan. 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17.) Also, the recent decision by the California Supreme Court, *ZB, N.A. v. Superior Court* (2019) 8 Cal. 5th 175, 194, precludes any recovery of civil penalties in the form of unpaid wages.

28. Likewise, where the employer does not act willfully, and makes good faith attempts to comply with wage and hour laws, a reduction or lesser penalty is warranted because imposing maximum PAGA penalty for each violation could be seen as unjust, arbitrary, and oppressive. (*Carrington v. Starbucks Corp.*, *supra*, 30 Cal.App.5th at 528-529.) (affirming trial court's award of only 10% of maximum PAGA penalty for meal break violations). The amount to be paid to the LWDA under this settlement comports with PAGA settlement amounts approved by other courts.

1 29. Assuming liability was found as set forth above after accounting for the potential risks,
2 the overall PAGA penalties in this case may also be reduced under the discretionary authority
3 provided to the Court pursuant to California Labor Code section 2699(e)(2). I believe it is likely that
4 such discretion would be exercised due to the fact that much of the penalties are based on violations
5 resulting from technical non-compliance with the Labor Code or represent damages far exceeding the
6 substantive loss actually experienced by the violation. Furthermore, Defendant appears to have
7 adopted a number of policies and practices covering the wage and hour issues being litigated, which
8 a Court may find shows a good faith attempt to comply with the law, meriting a reduction of civil
9 penalties. The statutorily authorized discretion that Courts have used to reduce penalties ranges
10 substantially. *See, e.g., Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012)
11 (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011)
12 (82% reduction).

13 30. Defendant has further maintained that its practices, policies, and procedures are
14 compliant with California law. For example, Defendant has raised defenses that, if this case was tried,
15 could have resulted in a defense verdict. Specifically, Defendant has and at all relevant times had an
16 attestation system pursuant to which employees are expected to attest each day as to whether or not
17 a timely and proper meal breaks were provided. The same procedure applied to rest breaks and the
18 accuracy of employees' time records. Additionally, if an employee stated that he/she did not receive
19 a timely meal or rest break, the system would then ascertain the violation and pay the proper meal/rest
20 break premium. Additionally, if an employee attested that his/her time records were incorrect, the
21 employee was given an opportunity to correct the records. Furthermore, Defendant maintained that
22 the regular rate issues were non-existent (*i.e.*, that Defendant correctly calculates and pays employees'
23 regular rate of pay). Lastly, Defendant argued that Plaintiffs had serious manageability concerns.

24 31. Plaintiff determined the maximum exposure to be \$19,888,900. The Parties settled this
25 matter for \$1,865,000.00, which is **9.4%** of the maximum exposure.

26 The maximum exposure is based upon an analysis of a 100% violation rate. While this would
27 be unlikely, even for purposes of the maximum exposure, Plaintiff calculated the PAGA liability at
28 100%. Plaintiff used the data provided by Defendant and determined there were 198,889 PAGA pay

1 periods. Since the Labor Code allows for a maximum exposure of \$100 per pay period, and there are
2 198,889 PAGA pay periods, the maximum exposure was calculated to be \$19,988,900. PAGA claims
3 are subject to a one-year statute of limitations, and penalties can be received for a period of one year
4 prior to the date notice is sent to the LWDA. *Taylor v. Interstate Grp., LLC*, No. 15-CV-05462-YGR,
5 2016 WL 335226, at *1 (N.D. Cal. Jan. 28, 2016). Unless a Labor Code provision provides for a
6 specific civil penalty, PAGA imposes a default civil penalty of “one hundred dollars (\$100) for each
7 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
8 aggrieved employee per pay period for each subsequent violation.” Cal. Lab. Code § 2699(f)(2). The
9 court in *Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144, held that the defendant was
10 not liable for heightened penalties for any Labor Code violation that occurred before the defendant
11 was notified by the Labor Commissioner or any court that it had violated the Labor Code provisions
12 at issue. The California Court of Appeal in *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th
13 334, 356 confirmed that “the increased \$200 civil penalty for ‘subsequent violation[s]’ does not apply
14 unless [plaintiff] presents evidence that the Labor Commission or a court notified [defendant] that it
15 was in violation of the Labor Code”). Here, PAGA penalties were discounted by using only initial
16 violation rates, based on Defendant’s argument that heightened penalties would not apply because
17 Defendant has not been notified by the Labor Commissioner or any court that it had violated the
18 Labor Code provisions at issue.

19 32. The Parties have settled this matter for \$1,865,000.00, which is **9.4%** of total possible
20 recovery. Based on the analysis above, as well as the thorough informed discussions and negotiations
21 that took place between the Parties, I believe that this is a favorable settlement for Plaintiffs and the
22 Aggrieved Employees, providing a remedy consistent with and potentially beyond what the
23 employees could expect to receive if they prevailed at trial, but without the lengthy delay and risk of
24 loss that a trial and subsequent appeal would entail. The settlement terms represent a compromise of
25 the Parties’ disputes and are fair, adequate and reasonable to the representative group given the risks
26 that both sides faced in the litigation

27 **Submission to LWDA**

28 33. I uploaded the Settlement Agreement as required to the LWDA website on September

1 19, 2024. Confirmation of submission to the LWDA is attached hereto as **Exhibit 2**. The LWDA has
2 not objected to the Settlement to date. I also gave notice of the instant Motion and hearing date to the
3 LWDA on October 11, 2024 via online filing and will serve this Motion on the LWDA. Confirmation
4 of providing notice of the hearing to the LWDA is attached hereto as **Exhibit 3**.

5 **Risk Assumed by Otkupman Law Firm, A Law Corporation**

6 34. My office invested significant time and resources into the case, with payment deferred
7 to the end of the case, and then, of course, contingent on the outcome. My office's efforts included,
8 without limitation, the following: interviews with Plaintiffs; review of documents produced by the
9 Plaintiffs; preparation of multiple drafts of the PAGA notice letter, drafting the complaint; numerous
10 conferences and correspondence with Defendant's counsel to obtain relevant documents and
11 information; review of extensive documents produced by Defendant, including employment records,
12 and time and payroll records; analyzing and interpreting time records produced by Defendant, and
13 formatting said data in a manner that could be used to support Plaintiffs' legal theories and damage
14 analysis; legal research regarding Defendant's practices; attending a full day of mediation; drafting
15 of the Settlement Agreement and further revisions to the Settlement Agreement; preparation and
16 filing of the stipulation to approve settlement; and uploading all necessary documents to the LWDA
17 website.

18 35. Because most individuals cannot afford to pay for representation in litigation on an
19 hourly basis, my firm represents virtually all of its employment law clients on a contingency fee basis.
20 Pursuant to this arrangement, we are not compensated for our time and costs, unless we prevail at
21 trial or successfully settle our clients' cases. Because my firm is taking the risk that we will not be
22 reimbursed for our time and costs unless our client settles or wins his or her case, we cannot afford
23 to represent an individual employee on a contingency basis if, at the end of our representation, all we
24 are to receive is our regular hourly rate for services. It is essential that we recover more than our
25 regular hourly rate when we win if we are to remain in practice so as to be able to continue
26 representing other individuals in employment disputes.

27 **Plaintiff's Counsel's Attorney's Fees and Costs**

28 36. The Parties have agreed that PAGA Counsel will seek no more than \$620,400.00 (i.e.,

33% of the Gross Settlement Amount) in attorneys' fees and no more than \$30,000.00 in costs. This agreement is fully disclosed in the Settlement Agreement. My firm's time records for services performed in this case are attached hereto as **Exhibit 4**.

37. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the benefits achieved by PAGA Counsel for the Aggrieved Employees. My firm diligently litigated and investigated the case.

38. My firm has worked a total of 191.3 hours on the matter. My firm's fees from the inception to completion of this matter are approximately \$167,000.00. The current lodestar for Otkupman Law Firm, A Law Corporation is the following:

Attorney	Hours	Rate	Lodestar
Roman Otkupman	149.2	\$950.00	\$141,740.00
Nidah Farishta	42.1	\$600.00	\$25,260.00
TOTAL	191.3		\$167,000.00

39. Previously, in California the Court of Appeals has held that a multiplier of 2.0 is appropriate depending on the risk undertaken and the complexity of the issues presented during litigation. For example, in *Wekks v. Baker & McKenzie*, 63 Cal.App.4th 1128, 1175 (1998), California Court of Appeals approved a multiplier of 2.0, when it took into account the contingency risk factors and the allegations brought under the California employment laws. In *Crommie v. State of Cal. Public Utilities Comm'n*, 840 F. Supp. 719, 726 (N.D. Cal. 1994), and *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 26-27 (2000), the courts similarly awarded fees with a multiplier of 2.0

40. The California Supreme Court has held that contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. *Ketchum*, 24 Cal.4th at 1132-33; *see also Fischel v. Equitable Life Assurance Soc'y of the United States*, 307 F.3d 997, 1008 (9th Cir. 2002). The Court in *Ketchum* also stated that "a lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases." *Ketchum* at 1133. A risk enhancement is "earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-

1 level compensation for such services which typically pay a premium for the risk of nonpayment or
2 delay in payment of attorney's fees." *Id.* Here, my firm was required to expend considerable time and
3 resources to investigate, litigate, and successfully settle these claims for the benefit of the Aggrieved
4 Employees.

5 41. While I work exclusively on a contingency fee basis, I charge a rate of \$950.00 per
6 hour when the award of fees is considered. My charge rate is commensurate with the market rates in
7 Los Angeles for attorneys of comparable experience and skill handling complex litigation, based on
8 my 15 years of experience, qualifications, and expertise. My hourly rates are reasonable in light of
9 my significant experience, expertise, and skill. Rates are reasonable if they are "within the range of
10 reasonable rates charged by and judicially awarded comparable attorneys for comparable work."
11 *Children's Hosp. and Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783. The established standard
12 when determining a reasonably hourly rate is the "rate prevailing in the community for similar work
13 performed by attorneys of comparable skill, experience, and reputation." *Camacho v. Bridgeport*
14 *Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979 (*quoting Barjon v. Dalton* (9th Cir. 1997) 132 F.3d 496,
15 501). This rule also applies to attorneys that have performed work on a contingent fee basis. (*See e.g.,*
16 *Robertson v. Fleetwood Travel Trailers* (2006) 144 Cal.App.4th 785, 818.) The attorneys at
17 Otkupman Law Firm, A Law Corporation specialize in employment law and have substantial
18 experience in wage and hour litigation.

19 42. My firm has incurred out-of-pocket expenses in the amount of \$13,091.68, which
20 include filing, service, mailing, printing, mediation and PAGA fees. These costs were reasonably
21 incurred in prosecuting this action on behalf of the Aggrieved Employees. My firm's costs are
22 attached hereto as **Exhibit 5**.

23 43. I believe that the fee and costs provisions are reasonable. The efforts of PAGA
24 Counsel have resulted in substantial benefits to Plaintiffs, the Aggrieved Employees, and the State in
25 the form of a substantial settlement. I am informed and believe that, without the efforts of PAGA
26 Counsel, the Labor Code violations alleged in the Operative Complaint would have gone completely
27 unremedied. The requested fee award, i.e. 33% of Gross Settlement Amount, and cost award provided
28 for in the Settlement Agreement are reasonable given the result achieved.

1 **Administration Costs**

2 44. The Parties have received a not-to-exceed bid from APEX Class Action
3 Administration for administration costs in the amount of \$27,576.15. The bid is attached hereto as
4 **Exhibit 6.**

5 **No Conflicts of Interest**

6 45. As a result of my prior experience as PAGA counsel in other actions, I am fully aware
7 of the responsibilities I owe. Finally, I am not aware of any conflict of interest between myself, on
8 the one hand, and Plaintiffs or any other Aggrieved Employee of the State of California, on the other
9 hand, which would interfere with my duties as Counsel or impede on my representation of the
10 Aggrieved Employees.

11 46. For all the reasons provided above, I respectfully request that this Court enter the
12 Order approving the PAGA Settlement.

13 I declare under penalty and perjury under the laws of the State of California that the foregoing
14 is true and correct.

15 Executed this 14th day of October 2024, at Westlake Village, California.

16 

17 Roman Otkupman

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

Subject to Court approval, this PAGA Settlement Agreement (“Agreement”) is made by and between Rosa Faldon and Kevin Tobin, individually and on behalf of other allegedly aggrieved employees (“Plaintiffs”) and Defendant Adventist Health System/West, a California Corporation (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Kevin Tobin et al. v. Adventist Health System/West*, Case No. S-CV-0049484, currently pending in Placer County Superior Court.
- 1.2. “Administrator” means Apex Class Action Administration Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount, subject to Court approval, to reimburse its reasonable fees and expenses incurred in connection with the administration of the Settlement.
- 1.4. “Aggrieved Employees” means all current and former non-exempt or hourly paid employees of Defendant who have worked in a Revenue Cycle or IT Department, as those terms are defined herein and according to Defendant’s records, in the State of California between October 19, 2019 and the date of the Approval Order or October 15, 2024, whichever is earlier.
- 1.5. “Aggrieved Employee Data” means each Aggrieved Employees’ name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the Court Order Granting Approval of this PAGA Settlement, approving this Agreement and entering judgment thereon, in the form substantially similar to that attached hereto as **Exhibit D**.
- 1.8. “Complaint” means all Complaints filed by Plaintiffs, including the PAGA Complaint filed by Rosa Faldon in Kings County Superior Court, Case No. 23C-0069, all amended Complaints, and the most recently filed Complaint in the Action.
- 1.9. “Court” means the Superior Court of California, County of Placer.
- 1.10. “Defendant” means Adventist Health System/West.

- 1.11. “Defense Counsel” means Daniel Whang, Kerry Friedrichs, and Bailey Bifoss of Seyfarth Shaw, LLP. For purposes of providing any notices required under this Agreement, Defense Counsel shall refer to Daniel Whang, Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067.
- 1.12. “Effective Date” means the date on which the latest of the following events has occurred: (a) the period for filing any appeal, writ, or other appellate proceeding opposing approval of the Settlement and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) when any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ, or other appellate proceeding has upheld the Court’s Approval Order and Judgment with no right to pursue further remedies or relief.
- 1.13. “Gross Settlement Amount” means \$1,865,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.14. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of the Net Settlement Amount (*i.e.*, 25% of the PAGA Penalties) calculated according to the number of Pay Periods that each Aggrieved Employee worked during the PAGA Period.
- 1.15. “IT Department” refers to the departments and job titles listed on **Exhibit B** to this Agreement.
- 1.16. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.17. “LWDA” means the California Labor and Workforce Development Agency.
- 1.18. “LWDA Notice” means Plaintiffs’ letters to Defendant and the LWDA, including any amendments thereto, pursuant to Labor Code section 2699.3(a).
- 1.19. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.20. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount (representing 25% of the PAGA Penalties) is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.21. “Notice of Settlement” means the notice sent by the Administrator to Aggrieved Employees along with their Individual PAGA Payments, in the form substantially similar to that attached hereto as **Exhibit C**.
- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.23. "PAGA Counsel" means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law Corporation and Greg Mauro, James Hawkins, of James Hawkins, APLC.
- 1.24. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel, subject to Court approval, for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.25. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.26. "PAGA Period" means the period from October 19, 2019 to the date of the Approval Order or October 15, 2024, whichever is earlier, and except as provided in Paragraph 4.1 below.
- 1.27. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (the "Net Settlement Amount") and 75% to LWDA (the "LWDA PAGA Payment") in settlement of PAGA claims.
- 1.28. "Plaintiffs" refers to Kevin Tobin and Rosa Faldon.
- 1.29. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.
- 1.30. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.31. "Revenue Cycle Department" refers to the departments and job titles listed on **Exhibit A** to this Agreement.
- 1.32. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On November 16, 2022, Kevin Tobin filed a PAGA Complaint against Defendant in Placer County Superior Court, designated Case Number S-CV-0049484.
- 2.2. On March 6, 2023, Rosa Faldon filed a PAGA Complaint against Defendant in Kings County Superior Court, designated Case Number 23C-0069.
- 2.3. On June 27, 2023, Kevin Tobin filed a First Amended Complaint, informally consolidating the two cases in Placer County Superior Court, pursuant to Case No.: S-CV-049484.
- 2.4. Plaintiff obtained, through informal discovery, statistical data, including records of Defendants' employees, which consisted of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, the number

of pay periods in the PAGA Period, and the total number of aggrieved employees. Thereafter, the Parties engaged in serious, arms-length and non-collusive negotiations.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Defendants promise to pay \$1,865,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% of the Gross Settlement Amount, which is currently estimated to be \$620,400.00, and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, such Payment awards shall not give rise to a basis on which to abrogate the Agreement and the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$30,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$30,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
 - 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Gross Settlement Amount less the deductions listed above (currently estimated to be \$1,184,600.00) to be paid from the Gross Settlement Amount, with 75% (currently estimated to be \$888,450.00) allocated to the LWDA PAGA Payment and 25% (currently estimated to be \$296,150.00) allocated to the Individual PAGA Payments.

- 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Net Settlement Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment, and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 3,530 Aggrieved Employees who collectively worked 198,889 PAGA Pay Periods. If the actual number of PAGA Pay Periods exceeds this estimate by more than ten percent (10%), Defendant, in its sole and absolute discretion, shall have the option to increase the Gross Settlement Amount proportionally for the overage (*i.e.*, if the number of PAGA Pay Periods exceeds Defendant's estimate by 11%, Defendant shall increase the Gross Settlement Amount by 1%) *or* to limit the PAGA Period such that the PAGA Period ends on the date when Aggrieved Employees have worked no more than 1.10x the Pay Period count above.
- 4.2. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 45 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments. Disbursement of the PAGA Counsel Fees and Expenses Payments shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The

face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees beyond those specified in this Agreement. The Individual PAGA Payments will not be used to calculate any additional benefits under any benefit plans for which any Aggrieved Employee may be eligible, including but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plan.

5. RELEASES OF CLAIMS.

- 5.1 Release by Aggrieved Employees. Effective on the date when the Court enters its Approval Order, all Aggrieved Employees and the LWDA will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the LWDA Notice. This Release specifically includes but is not limited to claims for penalties based on underlying alleged violations for: failure to pay minimum wage, including but not limited to failure to pay minimum wage for any uncontrolled or controlled standby hours; failure to pay overtime, including but not limited to any failure to properly calculate and pay overtime wages at the appropriate rate and/or using the appropriate workday and/or workweek; meal period violations, including but not limited to failure to provide meal periods and failure to correctly calculate the appropriate rate of pay for

meal period premiums; rest period violations, including but not limited to failure to authorize and permit rest periods and failure to correctly calculate the appropriate rate of pay for rest period premiums; untimely payment of wages; wage statement violations; waiting time penalties; failure to reimburse business expenses; failure to maintain accurate records; and failure to provide a safe and healthful workplace. This Release shall include all theories giving rise to a claim for civil penalties arising under California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 222, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403, 6404, and 6407, as well as the corresponding sections of any applicable Wage Order including without limitation IWC Wage Order 5. As a result of this release, the Aggrieved Employees and LWDA will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 et seq., for any violations of the Released Claims that took place during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)).
- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's signed Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration (Apex) to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional

relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the PAGA Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement. Aggrieved Employees release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement. If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each Aggrieved Employee shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's share of any state or federal tax obligation. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. Aggrieved Employees shall not contact Defendant, any of the Released Parties, or Defense Counsel
- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12 Use and Return of Confidential Information. Information provided to PAGA Counsel by Defendant and/or Defense Counsel in preparation for mediation, other settlement negotiations, or in connection with the Settlement (“Confidential Information”), may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 60 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Confidential Information.
- 9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 Publicity. Plaintiffs and PAGA Counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any Party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. However, for the limited purpose of allowing PAGA Counsel to prove adequacy as class counsel in other actions, PAGA Counsel may disclose the name of the Parties in this action and the venue/case number of this action, and the Gross Settlement Amount, for such purposes. Nothing in this provision shall prevent the parties from making any required disclosure.
- 9.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email.
- 9.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes

of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DocuSigned by:

D27867E8C0A5449



Plaintiff Kevin Tobin

Dated: 9/3/2024

By: Meredith Jobe, Secretary Office of General Council

Adventist Health System/West, A California Corporation

Dated: 09/05/2024

Rosa Faldon

Plaintiff Rosa Faldon

Dated: 08 / 30 / 2024

APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW
CORPORATION

SEYFARTH SHAW, LLP

Roman Otkupman

Bailey Bifoss

Roman Otkupman

Daniel Whang

Nidah Farishta

Bailey Bifoss

Counsel For Plaintiff, Rosa Faldon

Counsel For Defendant

9/5/2024
Dated: _____

9/5/2024
Dated: _____

APPROVED AS TO FORM:

JAMES HAWKINS, APLC

James Hawkins

Gregory Mauro

Counsel For Plaintiff, Kevin Tobin

Dated: 09/03/2024 _____

EXHIBIT A

JOB TITLE	HRDEPTNAME	Cost Center
ACCOUNTING ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
ACCOUNTING CASHIER	400-896700-RC PFS - SUPPORT SERVICES	400-896700
APPLICATION ANALYST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
ASSOCIATE CLINICAL DOCUMENTATION INTEGRITY SPECIALIST	400-853108-REVCYCLE - CDI - IP (NON-CERNER)	400-853108
BENEFIT NAVIGATOR	400-898402-RC PA - ACUTE REG - AHGL	400-898402
BENEFIT NAVIGATOR	400-898204-RC PA - ACUTE REG - AHUV	400-898204
BENEFIT NAVIGATOR	400-898502-RC PA - ACUTE GENERAL	400-898502
BENEFIT NAVIGATOR	400-898205-RC PA - ACUTE REG - AHM	400-898205
BENEFIT NAVIGATOR	400-898401-RC PA - ACUTE REG - AHWM	400-898401
BENEFIT NAVIGATOR	400-898301-RC PA - ACUTE REG - AHL	400-898301
BENEFIT NAVIGATOR	400-898201-RC PA - ACUTE REG - AHSH	400-898201
BENEFIT NAVIGATOR	400-898207-RC PA - ACUTE REG - AHRO	400-898207
BENEFIT NAVIGATOR	400-898308-RC PA - ACUTE REG - AHBD	400-898308
BENEFIT NAVIGATOR	400-898403-RC PA - ACUTE REG - AHSV	400-898403
BENEFIT NAVIGATOR	400-898304-RC PA - ACUTE REG - AHTR	400-898304
BENEFIT NAVIGATOR	400-898306-RC PA - ACUTE REG - AHSR	400-898306
BENEFIT NAVIGATOR	400-898302-RC PA - ACUTE REG - AHF	400-898302
BILLING ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
BILLING ASSOCIATE	400-895500-RC PRE-SERVICES/REGISTRATION - AMBULATORY	400-895500
BILLING ASSOCIATE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
BILLING ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
BILLING ASSOCIATE (GOVERNMENT)	400-896501-RC PFS - FOLLOW UP	400-896501
BILLING FOLLOW UP ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
BILLING FOLLOW UP ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
BILLING FOLLOW UP ASSOCIATE	400-896800-RC PFS - GOVERNMENT	400-896800
BILLING FOLLOW UP ASSOCIATE	400-896300-RC PFS - TULARE GENERAL	400-896300
BILLING FOLLOW UP ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
BILLING FOLLOW UP ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
BILLING FOLLOW UP ASSOCIATE	400-854300-REVCYCLE - PATIENT FINANCIAL SERVICES	400-854300
BILLING FOLLOW UP ASSOCIATE	400-896701-RC PFS - HURON GENERAL	400-896701
BILLING FOLLOW UP ASSOCIATE	400-890000-RC HMS ADMINISTRATION	400-890000
BILLING FOLLOW UP ASSOCIATE	400-896100-RC PFS - PORTLAND GENERAL	400-896100
BILLING FOLLOW UP ASSOCIATE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200

BILLING FOLLOW UP ASSOCIATE	400-893000-RC ADMINISTRATION	400-893000
BILLING FOLLOW UP ASSOCIATE	400-854100-REVCYCLE - SHARED SERVICES CENTER	400-854100
BILLING FOLLOW UP ASSOCIATE (GOVERNMENT)	400-896501-RC PFS - FOLLOW UP	400-896501
CARE MANAGEMENT COORDINATOR	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
CARE MANAGEMENT COORDINATOR	400-853111-REVCYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
CARE MANAGEMENT COORDINATOR (PD)	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
CASH POSTING ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
CASH POSTING ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
CASH POSTING ASSOCIATE	400-854300-REVCYCLE - PATIENT FINANCIAL SERVICES	400-854300
CASH POSTING ASSOCIATE	400-896300-RC PFS - TULARE GENERAL	400-896300
CDM COORDINATOR	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
CERTIFIED CODER	400-894200-RC CODING - AMBULATORY	400-894200
CERTIFIED CODER	400-894100-RC CODING - ACUTE	400-894100
CERTIFIED CODER	400-890000-RC HMS ADMINISTRATION	400-890000
CERTIFIED CODER	400-854600-REVCYCLE - CODING	400-854600
CERTIFIED CODER	400-897101-RC - HIM & CODING - AHPL	400-897101
CERTIFIED CODER	400-853001-RC - ACQUISITIONS	400-853001
CERTIFIED CODER, ACUTE HOSPITAL ANCILLARY (OUTPATIENT)	400-894100-RC CODING - ACUTE	400-894100
CHARGE CAPTURE ASSOCIATE	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
CHARGE CAPTURE ASSOCIATE	400-893000-RC ADMINISTRATION	400-893000
CLERICAL ASSOCIATE	400-898502-RC PA - ACUTE GENERAL	400-898502
CLINICAL DATA ANALYST	400-897501-RC - HIM - HURON GENERAL	400-897501
CLINICAL DOCUMENTATION INTEGRITY SPECIALIST	400-853108-REVCYCLE - CDI - IP (NON-CERNER)	400-853108
CLINICAL DOCUMENTATION INTEGRITY SPECIALIST - CLINIC OUTPATIENT	400-853109-REVCYCLE - CDI - OP (NON-CERNER)	400-853109
CODER TECHNICIAN	400-894100-RC CODING - ACUTE	400-894100
CODER TECHNICIAN	400-890000-RC HMS ADMINISTRATION	400-890000
CUSTOMER SERVICE ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
CUSTOMER SERVICE ASSOCIATE	400-896300-RC PFS - TULARE GENERAL	400-896300
CUSTOMER SERVICE ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
DATA INTEGRITY ANALYST	400-897501-RC - HIM - HURON GENERAL	400-897501
DATA INTEGRITY ANALYST	400-854400-REVCYCLE - HIM	400-854400
ED CHARGE AUDITOR	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
HIM TECHNICIAN	400-897502-RC - HIM - ANALYSIS	400-897502
HIM TECHNICIAN	400-897302-RC - HIM - AHHF	400-897302

HIM TECHNICIAN	400-897503-RC - HIM - SYSTEM RELEASE OF INFORMATION (ROI)	400-897503
HIM TECHNICIAN	400-897306-RC - HIM - AHSR	400-897306
HIM TECHNICIAN	400-897201-RC - HIM - AHSH	400-897201
HIM TECHNICIAN	400-897402-RC - HIM - AHGL	400-897402
HIM TECHNICIAN	400-897204-RC - HIM - AHUV	400-897204
HIM TECHNICIAN	400-897308-RC - HIM - AHBD	400-897308
HIM TECHNICIAN	400-854400-REVCYCLE - HIM	400-854400
HIM TECHNICIAN	400-897205-RC - HIM - AHHM	400-897205
HIM TECHNICIAN	400-897301-RC - HIM - AHLM	400-897301
HIM TECHNICIAN	400-897309-RC - HIM - AHTV	400-897309
HIM TECHNICIAN	400-897403-RC - HIM - AHSV	400-897403
HIM TECHNICIAN	400-897207-RC - HIM - AHRO	400-897207
HIM TECHNICIAN	400-897307-RC - HIM - AHDL	400-897307
HIM TECHNICIAN	400-897304-RC - HIM - AHTR	400-897304
HIM TECHNICIAN	400-897401-RC - HIM - AHWM	400-897401
HIM TECHNICIAN	400-897501-RC - HIM - HURON GENERAL	400-897501
HIM TECHNICIAN	400-897404-RC - HIM - AHMB	400-897404
IMAGING SCHEDULING ASSOCIATE (OUTPATIENT)	400-893000-RC ADMINISTRATION	400-893000
LEAD BILLING ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
LEAD BILLING FOLLOW UP ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
LEAD BILLING FOLLOW UP ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
LEAD BILLING FOLLOW UP ASSOCIATE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
LEAD BILLING FOLLOW UP ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
LEAD BILLING FOLLOW UP ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
LEAD CARE MANAGEMENT COORDINATOR	400-853111-REVCYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
LEAD CARE MANAGEMENT COORDINATOR	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
LEAD CASH POSTING ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
LEAD CERTIFIED CODER	400-894100-RC CODING - ACUTE	400-894100
LEAD CERTIFIED CODER	400-894200-RC CODING - AMBULATORY	400-894200
LEAD CERTIFIED CODER	400-897101-RC - HIM & CODING - AHPL	400-897101
LEAD CERTIFIED CODER	400-890000-RC HMS ADMINISTRATION	400-890000
LEAD CERTIFIED CODER, CANCER CENTER COORDINATOR	400-894100-RC CODING - ACUTE	400-894100
LEAD CERTIFIED CODER, CARDIAC/IVR SPECIALTY	400-894100-RC CODING - ACUTE	400-894100
LEAD CLINICAL DOCUMENTATION INTEGRITY SPECIALIST	400-853108-REVCYCLE - CDI - IP (NON-CERNER)	400-853108

LEAD HIM TECHNICIAN	400-854400-REVCYCLE - HIM	400-854400
LEAD HIM TECHNICIAN	400-897308-RC - HIM - AHBD	400-897308
LEAD HIM TECHNICIAN	400-897402-RC - HIM - AHGL	400-897402
LEAD HIM TECHNICIAN	400-897403-RC - HIM - AHSV	400-897403
LEAD HIM TECHNICIAN	400-897205-RC - HIM - AHIM	400-897205
LEAD HIM TECHNICIAN	400-897503-RC - HIM - SYSTEM RELEASE OF INFORMATION (ROI)	400-897503
LEAD HIM TECHNICIAN	400-897201-RC - HIM - AHSB	400-897201
LEAD HIM TECHNICIAN	400-897502-RC - HIM - ANALYSIS	400-897502
LEAD HIM TECHNICIAN	400-897401-RC - HIM - AHWM	400-897401
LEAD HIM TECHNICIAN	400-897302-RC - HIM - AHBF	400-897302
LEAD HIM TECHNICIAN	400-897304-RC - HIM - AHTR	400-897304
LEAD HIM TECHNICIAN	400-897404-RC - HIM - AHMB	400-897404
LEAD PATIENT ACCESS REPRESENTATIVE	400-898305-RC PA - ACUTE REG - AHRD	400-898305
LEAD PATIENT ACCESS REPRESENTATIVE	400-898401-RC PA - ACUTE REG - AHWM	400-898401
LEAD PATIENT ACCESS REPRESENTATIVE	400-898403-RC PA - ACUTE REG - AHSV	400-898403
LEAD PATIENT ACCESS REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
LEAD PATIENT ACCESS REPRESENTATIVE	400-898306-RC PA - ACUTE REG - AHSR	400-898306
LEAD PATIENT ACCESS REPRESENTATIVE	400-898308-RC PA - ACUTE REG - AHBD	400-898308
LEAD PATIENT ACCESS REPRESENTATIVE	400-898301-RC PA - ACUTE REG - AHLM	400-898301
LEAD PATIENT ACCESS REPRESENTATIVE	400-898304-RC PA - ACUTE REG - AHTR	400-898304
LEAD PATIENT ACCESS REPRESENTATIVE	400-898201-RC PA - ACUTE REG - AHSB	400-898201
LEAD PATIENT ACCESS REPRESENTATIVE	400-898402-RC PA - ACUTE REG - AHGL	400-898402
LEAD PATIENT ACCESS REPRESENTATIVE	400-898309-RC PA - ACUTE REG - AHTV	400-898309
LEAD PATIENT ACCESS REPRESENTATIVE	400-898302-RC PA - ACUTE REG - AHBF	400-898302
LEAD PATIENT ACCESS REPRESENTATIVE	400-898207-RC PA - ACUTE REG - AHRO	400-898207
LEAD PATIENT ACCESS REPRESENTATIVE	400-898307-RC PA - ACUTE REG - AHDL	400-898307
LEAD PATIENT ACCESS REPRESENTATIVE	400-898205-RC PA - ACUTE REG - AHIM	400-898205
LEAD PATIENT ACCESS REPRESENTATIVE	400-898303-RC PA - ACUTE REG - AHSE	400-898303
LEAD PATIENT ACCESS REPRESENTATIVE	400-898204-RC PA - ACUTE REG - AHUV	400-898204
LEAD PATIENT ACCESS REPRESENTATIVE	400-898404-RC PA - ACUTE REG - AHMB	400-898404
LEAD PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-898601-RC NCN SCHEDULING	400-898601
LEAD PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-893000-RC ADMINISTRATION	400-893000
LEAD PATIENT ACCOUNT REPRESENTATIVE	400-854300-REVCYCLE - PATIENT FINANCIAL SERVICES	400-854300
LEAD PATIENT ACCOUNT REPRESENTATIVE	400-896700-RC PFS - SUPPORT SERVICES	400-896700

LEAD PRE-SERVICES ASSOCIATE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
LEAD PRE-SERVICES REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
LEAD SOCIAL WORKER	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
LEAD SOCIAL WORKER (LCSW)	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
LEADER, SPECIAL PROJECTS	400-895100-RC - LSS - MARKET REVENUE CYCLE MANAGEMENT	400-895100
LEARNING ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
LVN, CARE MANAGER	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, CARE MANAGER (PD)	400-853002-REVCYCLE - CARE MANAGEMENT	400-853002
PATIENT ACCESS REPRESENTATIVE	400-898302-RC PA - ACUTE REG - AHHF	400-898302
PATIENT ACCESS REPRESENTATIVE	400-898306-RC PA - ACUTE REG - AHSR	400-898306
PATIENT ACCESS REPRESENTATIVE	400-898303-RC PA - ACUTE REG - AHSE	400-898303
PATIENT ACCESS REPRESENTATIVE	400-898201-RC PA - ACUTE REG - AHSB	400-898201
PATIENT ACCESS REPRESENTATIVE	400-854700-REVCYCLE - PATIENT ACCESS	400-854700
PATIENT ACCESS REPRESENTATIVE	400-898308-RC PA - ACUTE REG - AHBD	400-898308
PATIENT ACCESS REPRESENTATIVE	400-898204-RC PA - ACUTE REG - AHUV	400-898204
PATIENT ACCESS REPRESENTATIVE	400-898401-RC PA - ACUTE REG - AHWM	400-898401
PATIENT ACCESS REPRESENTATIVE	400-898403-RC PA - ACUTE REG - AHSV	400-898403
PATIENT ACCESS REPRESENTATIVE	400-898402-RC PA - ACUTE REG - AHGL	400-898402
PATIENT ACCESS REPRESENTATIVE	400-898404-RC PA - ACUTE REG - AHMB	400-898404
PATIENT ACCESS REPRESENTATIVE	400-898205-RC PA - ACUTE REG - AHHM	400-898205
PATIENT ACCESS REPRESENTATIVE	400-898305-RC PA - ACUTE REG - AHRD	400-898305
PATIENT ACCESS REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
PATIENT ACCESS REPRESENTATIVE	400-898101-RC - PATIENT ACCESS ACUTE/AMBULATORY - AHPL	400-898101
PATIENT ACCESS REPRESENTATIVE	400-898301-RC PA - ACUTE REG - AHLM	400-898301
PATIENT ACCESS REPRESENTATIVE	400-898309-RC PA - ACUTE REG - AHTV	400-898309
PATIENT ACCESS REPRESENTATIVE	400-898207-RC PA - ACUTE REG - AHRO	400-898207
PATIENT ACCESS REPRESENTATIVE	400-898304-RC PA - ACUTE REG - AHTR	400-898304
PATIENT ACCESS REPRESENTATIVE	400-898307-RC PA - ACUTE REG - AHDL	400-898307
PATIENT ACCESS REPRESENTATIVE	400-898202-RC - PA - ACUTE REG - AHVO	400-898202
PATIENT ACCESS REPRESENTATIVE	400-893000-RC ADMINISTRATION	400-893000
PATIENT ACCESS REPRESENTATIVE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-898601-RC NCN SCHEDULING	400-898601
PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-893000-RC ADMINISTRATION	400-893000
PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-898208-RC PA - SCHEDULING - AHRO	400-898208

PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-898207-RC PA - ACUTE REG - AHRO	400-898207
PATIENT ACCESS SCHEDULING REPRESENTATIVE (OUTPATIENT)	400-895103-RC TILLAMOOK - CLINICAL OVERHEAD	400-895103
PATIENT ACCOUNT ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
PATIENT ACCOUNT ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
PATIENT ACCOUNT ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
PATIENT ACCOUNT ASSOCIATE	400-896300-RC PFS - TULARE GENERAL	400-896300
PATIENT ACCOUNT ASSOCIATE	400-854300-REVCYCLE - PATIENT FINANCIAL SERVICES	400-854300
PATIENT ACCOUNT ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
PATIENT ACCOUNT ASSOCIATE	400-896701-RC PFS - HURON GENERAL	400-896701
PATIENT ACCOUNT ASSOCIATE	400-896800-RC PFS - GOVERNMENT	400-896800
PATIENT BENEFIT ADVISOR	400-898201-RC PA - ACUTE REG - AHS	400-898201
PATIENT BENEFIT ADVISOR	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
PATIENT BENEFIT ADVISOR	400-898308-RC PA - ACUTE REG - AHBD	400-898308
PATIENT BENEFIT ADVISOR	400-898305-RC PA - ACUTE REG - AHRD	400-898305
PATIENT BENEFIT ADVISOR	400-898403-RC PA - ACUTE REG - AHSV	400-898403
PATIENT BENEFIT ADVISOR	400-898202-RC - PA - ACUTE REG - AHVO	400-898202
PATIENT BENEFIT ADVISOR	400-898302-RC PA - ACUTE REG - AHHF	400-898302
PATIENT BENEFIT ADVISOR	400-898207-RC PA - ACUTE REG - AHRO	400-898207
PATIENT BENEFIT ADVISOR	400-898304-RC PA - ACUTE REG - AHTR	400-898304
PATIENT CARE COORDINATOR (OUTPATIENT)	400-893000-RC ADMINISTRATION	400-893000
PERFORMANCE IMPROVEMENT ANALYST	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300
PRE-SERVICES REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
PRE-SERVICES REPRESENTATIVE	400-854700-REVCYCLE - PATIENT ACCESS	400-854700
PRE-SERVICES REPRESENTATIVE	400-898207-RC PA - ACUTE REG - AHRO	400-898207
PRE-SERVICES REPRESENTATIVE	400-896501-RC PFS - FOLLOW UP	400-896501
PRE-SERVICES REPRESENTATIVE	400-898401-RC PA - ACUTE REG - AHWM	400-898401
PROCESS IMPROVEMENT ANALYST	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300
PROCESS IMPROVEMENT ANALYST	400-896600-RC PFS - BILLING	400-896600
PROJECT SPECIALIST	400-896501-RC PFS - FOLLOW UP	400-896501
RECOVERY AUDIT ASSOCIATE	400-897501-RC - HIM - HURON GENERAL	400-897501
REVENUE CYCLE COMPLIANCE AUDITOR	400-893003-RC AUDIT AND EDUCATION	400-893003
REVENUE CYCLE COORDINATOR	400-895500-RC PRE-SERVICES/REGISTRATION - AMBULATORY	400-895500
REVENUE CYCLE COORDINATOR	400-896501-RC PFS - FOLLOW UP	400-896501
REVENUE CYCLE COORDINATOR	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001

REVENUE INTEGRITY SPECIALIST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
REVENUE RECONCILIATION ANALYST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
REVENUE RECOVERY ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
REVENUE RECOVERY ASSOCIATE	400-896601-RC PFS - RRU	400-896601
RN, CARE MANAGER	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, CARE MANAGER	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, CARE MANAGER	400-853011-REV CYCLE - PFS (ACUTE)	400-853011
RN, CARE MANAGER (EMERGENCY DEPT)	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, CARE MANAGER (PD)	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, CARE MANAGER (PD)	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, CARE MANAGER, UTILIZATION MANAGEMENT	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, CHARGE AUDITOR	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
RN, CLINICAL DENIALS SPECIALIST	400-896501-RC PFS - FOLLOW UP	400-896501
RN, CLINICAL DENIALS SPECIALIST	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, CLINICAL DOCUMENTATION SPECIALIST	400-853108-REV CYCLE - CDI - IP (NON-CERNER)	400-853108
RN, LEAD CARE MANAGER	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, LEAD CARE MANAGER	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, MDS COORDINATOR	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, REVENUE INTEGRITY SPECIALIST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SENIOR CLINICAL CODING EDUCATOR	400-894200-RC CODING - AMBULATORY	400-894200
SOCIAL WORKER	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
SOCIAL WORKER (LCSW)	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
SOCIAL WORKER (PD)	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
SPECIAL PROJECT COORDINATOR, REVENUE CYCLE	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300
SR, APPLICATION ANALYST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SR, APPLICATION ANALYST	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300
SR, BILLING ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
SR, BILLING ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
SR, BILLING FOLLOW UP ASSOCIATE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
SR, BILLING FOLLOW UP ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
SR, BILLING FOLLOW UP ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
SR, BILLING FOLLOW UP ASSOCIATE	400-896601-RC PFS - RRU	400-896601
SR, BILLING FOLLOW UP ASSOCIATE	400-854100-REV CYCLE - SHARED SERVICES CENTER	400-854100
SR, BILLING FOLLOW UP ASSOCIATE	400-854300-REV CYCLE - PATIENT FINANCIAL SERVICES	400-854300

SR. BILLING FOLLOW UP ASSOCIATE	400-896701-RC PFS - HURON GENERAL	400-896701
SR. BILLING FOLLOW UP ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
SR. BILLING FOLLOW UP ASSOCIATE	400-896800-RC PFS - GOVERNMENT	400-896800
SR. CANCER CENTER SPECIALTY CERTIFIED CODER	400-894100-RC CODING - ACUTE	400-894100
SR. CARE MANAGEMENT COORDINATOR	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
SR. CDM ASSOCIATE	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SR. CERTIFIED CODER	400-894200-RC CODING - AMBULATORY	400-894200
SR. CERTIFIED CODER	400-894100-RC CODING - ACUTE	400-894100
SR. CERTIFIED CODER	400-890000-RC HIMS ADMINISTRATION	400-890000
SR. CERTIFIED CODER	400-854600-REV CYCLE - CODING	400-854600
SR. CERTIFIED CODER, CARDIAC/JVR SPECIALTY	400-894100-RC CODING - ACUTE	400-894100
SR. CHARGE CAPTURE ASSOCIATE	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SR. CHARGE CAPTURE ASSOCIATE	400-895500-RC PRE-SERVICES/REGISTRATION - AMBULATORY	400-895500
SR. CLINICAL DOCUMENTATION INTEGRITY SPECIALIST	400-853108-REV CYCLE - CDI - IP (NON-CERNER)	400-853108
SR. DATA INTEGRITY ANALYST	400-897501-RC - HIM - HURON GENERAL	400-897501
SR. HIM TECHNICIAN	400-897302-RC - HIM - AHHF	400-897302
SR. HIM TECHNICIAN	400-897503-RC - HIM - SYSTEM RELEASE OF INFORMATION (ROI)	400-897503
SR. HIM TECHNICIAN	400-897201-RC - HIM - AHS	400-897201
SR. HIM TECHNICIAN	400-897204-RC - HIM - AHUV	400-897204
SR. HIM TECHNICIAN	400-897308-RC - HIM - AHBD	400-897308
SR. HIM TECHNICIAN	400-897502-RC - HIM - ANALYSIS	400-897502
SR. HIM TECHNICIAN	400-897401-RC - HIM - AHWM	400-897401
SR. HIM TECHNICIAN	400-897402-RC - HIM - AHGL	400-897402
SR. HIM TECHNICIAN	400-854400-REV CYCLE - HIM	400-854400
SR. HIM TECHNICIAN	400-897203-RC - HIM - AHFR	400-897203
SR. HIM TECHNICIAN	400-897306-RC - HIM - AHSR	400-897306
SR. HIM TECHNICIAN	400-897305-RC - HIM - AHRD	400-897305
SR. HIM TECHNICIAN	400-897207-RC - HIM - AHRO	400-897207
SR. HIM TECHNICIAN	400-897404-RC - HIM - AHMB	400-897404
BILLING FOLLOW UP ASSOCIATE	400-896500-REV CYCLE - PATIENT FINANCIAL SERVICES (KCM)	400-896500
SR. PATIENT ACCESS REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SR. PATIENT ACCESS REPRESENTATIVE	400-898201-RC PA - ACUTE REG - AHS	400-898201
SR. PATIENT ACCESS REPRESENTATIVE	400-898403-RC PA - ACUTE REG - AHSV	400-898403
SR. PATIENT ACCESS REPRESENTATIVE	400-898401-RC PA - ACUTE REG - AHWM	400-898401

SR. PATIENT ACCESS REPRESENTATIVE	400-898204-RC PA - ACUTE REG - AHUV	400-898204
SR. PATIENT ACCESS REPRESENTATIVE	400-898205-RC PA - ACUTE REG - AHHM	400-898205
SR. PATIENT ACCESS REPRESENTATIVE	400-898302-RC PA - ACUTE REG - AHHF	400-898302
SR. PATIENT ACCESS REPRESENTATIVE	400-898306-RC PA - ACUTE REG - AHSR	400-898306
SR. PATIENT ACCESS REPRESENTATIVE	400-898305-RC PA - ACUTE REG - AHRD	400-898305
SR. PATIENT ACCESS REPRESENTATIVE	400-854700-REV CYCLE - PATIENT ACCESS	400-854700
SR. PATIENT ACCESS REPRESENTATIVE	400-898308-RC PA - ACUTE REG - AHBD	400-898308
SR. PATIENT ACCESS REPRESENTATIVE	400-898402-RC PA - ACUTE REG - AHGL	400-898402
SR. PATIENT ACCESS REPRESENTATIVE	400-898309-RC PA - ACUTE REG - AHTV	400-898309
SR. PATIENT ACCOUNT ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
SR. PATIENT ACCOUNT ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
SR. PATIENT ACCOUNT ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
SR. PATIENT ACCOUNT ASSOCIATE	400-896800-RC PFS - GOVERNMENT	400-896800
SR. PATIENT ACCOUNT ASSOCIATE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
SR. PRE-SERVICES REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SR. REVENUE CYCLE COMPLIANCE AUDITOR	400-893003-RC AUDIT AND EDUCATION	400-893003
SR. REVENUE RECOVERY ASSOCIATE	400-896601-RC PFS - RRU	400-896601
SR. REVENUE RECOVERY ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
SR. REVENUE RECOVERY ASSOCIATE	400-892000-RC CHARGE CAPTURE / RECONCILIATION	400-892000
SR. SOCIAL WORKER	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
PATIENT ACCESS SCHEDULING REPRESENTATIVE	610-853015-REV CYCLE - CENTRAL SCHEDULING	610-853015
SUPERVISOR, CODING	400-894200-RC CODING - AMBULATORY	400-894200
SUPERVISOR, CODING	400-894100-RC CODING - ACUTE	400-894100
SUPERVISOR, CODING	400-890000-RC HMS ADMINISTRATION	400-890000
SUPERVISOR, DATA INTEGRITY	400-897501-RC - HIM - HURON GENERAL	400-897501
SUPERVISOR, HIM	400-897502-RC - HIM - ANALYSIS	400-897502
SUPERVISOR, HIM	400-897205-RC - HIM - AHHM	400-897205
SUPERVISOR, HIM	400-897503-RC - HIM - SYSTEM RELEASE OF INFORMATION (ROI)	400-897503
SUPERVISOR, HIM	400-897204-RC - HIM - AHUV	400-897204
SUPERVISOR, HIM	400-897308-RC - HIM - AHBD	400-897308
SUPERVISOR, HIM	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SUPERVISOR, HIM	400-897302-RC - HIM - AHHF	400-897302
SUPERVISOR, HIM	400-897301-RC - HIM - AHLM	400-897301
SUPERVISOR, HIM	400-897306-RC - HIM - AHSR	400-897306

SUPERVISOR, HIM	400-897307-RC - HIM - AHDL	400-897307
SUPERVISOR, HIM	400-897309-RC - HIM - AHTV	400-897309
SUPERVISOR, HIM	400-897201-RC - HIM - AHSH	400-897201
SUPERVISOR, PATIENT ACCESS	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SUPERVISOR, PATIENT ACCESS	400-898306-RC PA - ACUTE REG - AHSR	400-898306
SUPERVISOR, PATIENT ACCESS	400-898201-RC PA - ACUTE REG - AHSH	400-898201
SUPERVISOR, PATIENT ACCESS	400-898401-RC PA - ACUTE REG - AHWIM	400-898401
SUPERVISOR, PATIENT ACCESS	400-898308-RC PA - ACUTE REG - AHBD	400-898308
SUPERVISOR, PATIENT ACCESS	400-898402-RC PA - ACUTE REG - AHGL	400-898402
SUPERVISOR, PATIENT ACCESS	400-898303-RC PA - ACUTE REG - AHSE	400-898303
SUPERVISOR, PATIENT ACCESS	400-898301-RC PA - ACUTE REG - AHLIM	400-898301
SUPERVISOR, PATIENT ACCESS	400-898302-RC PA - ACUTE REG - AHHF	400-898302
SUPERVISOR, PATIENT ACCESS	400-898601-RC NCN SCHEDULING	400-898601
SUPERVISOR, PATIENT ACCESS	400-898305-RC PA - ACUTE REG - AHRD	400-898305
SUPERVISOR, PATIENT ACCESS	400-898207-RC PA - ACUTE REG - AHRO	400-898207
SUPERVISOR, PATIENT ACCESS	400-898205-RC PA - ACUTE REG - AHIM	400-898205
SUPERVISOR, PATIENT ACCESS	400-854700-REVCYCLE - PATIENT ACCESS	400-854700
SUPERVISOR, PATIENT ACCESS	400-898309-RC PA - ACUTE REG - AHTV	400-898309
SUPERVISOR, PATIENT ACCESS	400-898403-RC PA - ACUTE REG - AHSV	400-898403
SUPERVISOR, PATIENT ACCESS	400-898204-RC PA - ACUTE REG - AHUV	400-898204
SUPERVISOR, PATIENT ACCESS	400-898307-RC PA - ACUTE REG - AHDL	400-898307
SUPERVISOR, PATIENT ACCESS	400-898304-RC PA - ACUTE REG - AHTR	400-898304
SUPERVISOR, PATIENT ACCESS (OUTPATIENT)	400-898401-RC PA - ACUTE REG - AHWIM	400-898401
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896700-RC PFS - SUPPORT SERVICES	400-896700
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896501-RC PFS - FOLLOW UP	400-896501
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896600-RC PFS - BILLING	400-896600
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896400-RC PFS - HOME HEALTH	400-896400
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896800-RC PFS - GOVERNMENT	400-896800
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SUPERVISOR, PRE-SERVICES	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SUPERVISOR, RECOVERY AUDIT	400-897501-RC - HIM - HURON GENERAL	400-897501
SUPERVISOR, REVENUE RECOVERY	400-896601-RC PFS - RRU	400-896601
VENDOR MANAGEMENT ANALYST	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300

	400-853016-RevCycle - Administration	400-853016
	400-853017-RevCycle - Support Services	400-853017
	400-898104-RC PA - Acute Financial Clearance - AHPL	400-898104
Contractor, Director	400-853010-RevCycle - Patient Access	400-853010
Certified Coder	400-894400-RC Coding - Ambulatory VMC	400-894400
Supervisor, Coding	400-894400-RC Coding - Ambulatory VMC	400-894400
Coder	400-894400-RC Coding - Ambulatory VMC	400-894400
Administrative Director, Revenue Cycle Performance Management	400-895102-Portland Revenue Cycle	400-895102
Contractor, Staff	400-895200-RC LSS - RC Training	400-895200
Manager, Patient Financial Services	400-895400-RC CSS - Huron General	400-895400
Leader, Special Projects	400-895400-RC CSS - Huron General	400-895400
Contractor, Manager	400-895400-RC CSS - Huron General	400-895400
Patient Access Representative	400-895600-RC - Pre Services - AHPL	400-895600
Patient Benefit Advisor	400-895600-RC - Pre Services - AHPL	400-895600
Supervisor, Patient Access	400-895600-RC - Pre Services - AHPL	400-895600
Manager, Patient Access	400-895600-RC - Pre Services - AHPL	400-895600
Lead Patient Benefit Advisor	400-895600-RC - Pre Services - AHPL	400-895600
Billing Associate	400-896101-RC PFS - Ambulatory VMC	400-896101
Billing Follow Up Associate	400-896101-RC PFS - Ambulatory VMC	400-896101
Cash Posting Associate	400-896101-RC PFS - Ambulatory VMC	400-896101
Customer Service Associate (Outpatient)	400-896101-RC PFS - Ambulatory VMC	400-896101
Sr. Revenue Cycle Analyst	400-896101-RC PFS - Ambulatory VMC	400-896101
Manager, HIM	400-897102-RC - HIM - AHCS	400-897102
HIM Technician	400-897102-RC - HIM - AHCS	400-897102
Sr. HIM Technician	400-897102-RC - HIM - AHCS	400-897102
Supervisor, HIM	400-897102-RC - HIM - AHCS	400-897102
Sr. HIM Technician	400-897103-RC - HIM - AHTM	400-897103
HIM Technician	400-897103-RC - HIM - AHTM	400-897103
Supervisor, HIM	400-897103-RC - HIM - AHTM	400-897103
HIM Technician (Outpatient)	400-897206-RC - HIM - AHHF VMC	400-897206
Supervisor, HIM	400-897206-RC - HIM - AHHF VMC	400-897206
Quality Analyst	400-897206-RC - HIM - AHHF VMC	400-897206
Sr. HIM Technician	400-897310-RC - HIM - AHSB	400-897310
HIM Technician	400-897310-RC - HIM - AHSB	400-897310

Patient Access Representative	400-898102-RC PA - Acute Reg - AHCS	400-898102
Lead Patient Access Representative	400-898102-RC PA - Acute Reg - AHCS	400-898102
Sr. Patient Access Representative	400-898102-RC PA - Acute Reg - AHCS	400-898102
Contractor, Manager	400-898102-RC PA - Acute Reg - AHCS	400-898102
Patient Access Representative	400-898103-RC PA - Acute Reg - AHTM	400-898103
Supervisor, Patient Access	400-898103-RC PA - Acute Reg - AHTM	400-898103
Contractor, Director	400-898103-RC PA - Acute Reg - AHTM	400-898103
Patient Access Representative (Outpatient)	400-898206-RC - PA - Ambulatory Reg - VMC	400-898206
Referral Associate	400-898216-RC - PA - Ambulatory Financial Clearance VMC	400-898216
Supervisor, Patient Access (Outpatient)	400-898216-RC - PA - Ambulatory Financial Clearance VMC	400-898216
Supervisor, Patient Access	400-898310-RC PA - Acute Reg - AHSB	400-898310
Patient Access Representative	400-898310-RC PA - Acute Reg - AHSB	400-898310
Lead Patient Access Representative	400-898310-RC PA - Acute Reg - AHSB	400-898310

EXHIBIT B

JOB TITLE	HRDEPTNAME	Cost Center
ADMINISTRATIVE ASSISTANT	400-848004-IT - CLINICAL APPLICATIONS	400-848004
APPLICATION ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
APPLICATION ANALYST	400-848008-IT MARKET SERVICES	400-848008
ASSOCIATE IDENTITY SERVICES ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
ASSOCIATE IDENTITY SERVICES ANALYST	400-848015-IT - HOSPITAL PROJECTS	400-848015
ASSOCIATE SUPPORT CENTER ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
ASSOCIATE SUPPORT CENTER ANALYST	400-848008-IT MARKET SERVICES	400-848008
ASSOCIATE SYSTEMS SPECIALIST	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
BILLING SYSTEMS VALIDATION ASSOCIATE	400-848022-IT - BUSINESS APPLICATIONS	400-848022
DESKTOP SUPPORT TECHNICIAN	400-848008-IT MARKET SERVICES	400-848008
DESKTOP SUPPORT TECHNICIAN	400-848024-IT - INTEROPERABILITY	400-848024
DESKTOP SUPPORT TECHNICIAN	400-848029-IT - MINISTRY SERVICES II	400-848029
DESKTOP SUPPORT TECHNICIAN	400-848026-IT - SITE SERVICES	400-848026
DESKTOP SUPPORT TECHNICIAN	400-848004-IT - CLINICAL APPLICATIONS	400-848004
ENTERPRISE NETWORK ENGINEER	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
EXECUTIVE ASSISTANT	400-848001-IT - ADMINISTRATION	400-848001
IDENTITY SERVICES ANALYST	400-848015-IT - HOSPITAL PROJECTS	400-848015
IDENTITY SERVICES ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
INFORMATION SECURITY ANALYST	400-848025-IT - IT SECURITY	400-848025
IT SUPPORT CENTER SPECIALIST	400-848007-IT - CUSTOMER SERVICE	400-848007
IT SUPPORT CENTER SPECIALIST	400-848008-IT MARKET SERVICES	400-848008
NETWORK ENGINEER	400-848008-IT MARKET SERVICES	400-848008
NETWORK ENGINEER	400-848024-IT - INTEROPERABILITY	400-848024
NETWORK ENGINEER	400-848029-IT - MINISTRY SERVICES II	400-848029
NETWORK ENGINEER SPECIALIST	400-848008-IT MARKET SERVICES	400-848008
NETWORK SUPPORT ANALYST	400-848004-IT - CLINICAL APPLICATIONS	400-848004
NETWORK SUPPORT ANALYST	400-848008-IT MARKET SERVICES	400-848008
NETWORK SUPPORT ANALYST	400-848029-IT - MINISTRY SERVICES II	400-848029
NETWORK SUPPORT ANALYST	400-848026-IT - SITE SERVICES	400-848026
NETWORK SUPPORT ANALYST	400-848024-IT - INTEROPERABILITY	400-848024
PROGRAM SPECIALIST, MESSAGING	400-848027-IT - CUSTOMER TECHNOLOGY	400-848027
SR. ADMINISTRATIVE ASSISTANT	400-848029-IT - MINISTRY SERVICES II	400-848029
SR. APPLICATION ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007

SR. APPLICATION ANALYST	400-848022-IT - BUSINESS APPLICATIONS	400-848022
SR. APPLICATION ANALYST	400-848008-IT MARKET SERVICES	400-848008
SR. DESKTOP SUPPORT TECHNICIAN	400-848008-IT MARKET SERVICES	400-848008
SR. DESKTOP SUPPORT TECHNICIAN	400-848004-IT - CLINICAL APPLICATIONS	400-848004
SR. DESKTOP SUPPORT TECHNICIAN	400-848029-IT - MINISTRY SERVICES II	400-848029
SR. DESKTOP SUPPORT TECHNICIAN	400-848024-IT - INTEROPERABILITY	400-848024
SR. IDENTITY SERVICES ANALYST	400-848015-IT - HOSPITAL PROJECTS	400-848015
SR. IDENTITY SERVICES ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
SR. SUPPORT CENTER ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
SR. TELECOM TECHNICIAN	400-848008-IT MARKET SERVICES	400-848008
STAFFING COORDINATOR	400-687011-CENTRAL STAFFING OFFICE	400-687011
SUPERVISOR, IT SUPPORT CENTER	400-848007-IT - CUSTOMER SERVICE	400-848007
SUPPORT CENTER ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
SYSTEMS SPECIALIST	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
SYSTEMS SPECIALIST	400-848027-IT - CUSTOMER TECHNOLOGY	400-848027
TELECOM BILLING ANALYST	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
TELECOM ENGINEER	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
TELECOM ENGINEER	400-848008-IT MARKET SERVICES	400-848008
TELECOM ENGINEER	400-848029-IT - MINISTRY SERVICES II	400-848029
TELECOM TECHNICIAN	400-848029-IT - MINISTRY SERVICES II	400-848029
TELECOM TECHNICIAN	400-848008-IT MARKET SERVICES	400-848008
Program Manager, Virtual Care	400-848005-IT - Digital Health	400-848005
Manager, Consumer Digital Products	400-848005-IT - Digital Health	400-848005
Salesforce Administrator	400-848005-IT - Digital Health	400-848005
Director, IT Enterprise Core	400-848006-IT - Enterprise Technology	400-848006
Director, IT, Business Continuity	400-848006-IT - Enterprise Technology	400-848006
Director, IT, Operations	400-848006-IT - Enterprise Technology	400-848006
Director, IT, Customer Technology	400-848006-IT - Enterprise Technology	400-848006
Director, Medical Imaging Applications & Technology	400-848017-IT - Ancillary Applications	400-848017
Sr. Systems Analyst	400-848017-IT - Ancillary Applications	400-848017
Program Manager, IT Applications	400-848017-IT - Ancillary Applications	400-848017
Sr. Systems Specialist	400-848017-IT - Ancillary Applications	400-848017
Systems Analyst	400-848017-IT - Ancillary Applications	400-848017
Application Analyst	400-848017-IT - Ancillary Applications	400-848017

Sr. Application Analyst	400-848017-IT - Ancillary Applications	400-848017
Application Specialist	400-848017-IT - Ancillary Applications	400-848017
Project Manager, IT	400-848023-IT - Project Management Office	400-848023
Program Manager, IT Applications	400-848023-IT - Project Management Office	400-848023
Associate Project Manager, IT	400-848023-IT - Project Management Office	400-848023
Project Coordinator	400-848023-IT - Project Management Office	400-848023
Associate Application Analyst	400-848033- IT - VMC	400-848033
Application Specialist	400-848033- IT - VMC	400-848033
Integration Developer	400-848033- IT - VMC	400-848033
Desktop Support Technician	400-848033- IT - VMC	400-848033
	400-848002-IT - Acquisitions	400-848002
	400-848003-IT - Hospital & Ambulatory	400-848003
	400-848016-IT - Core	400-848016
	400-848018-IT - Revenue Cycle	400-848018
	400-848020-IT - Patient Care	400-848020
	400-848021-IT - Ambulatory	400-848021
	400-848101-IT - AHPL (AHRs)	400-848101
	400-848102-IT - AHCS (AHRs)	400-848102
	400-848103-IT - CVGH (AHRs)	400-848103
	400-848104-IT - AHFR (AHRs)	400-848104
	400-848105-IT - AHGL (AHRs)	400-848105
	400-848106-IT - AHHF (AHRs)	400-848106
	400-848107-IT - AHHM (AHRs)	400-848107
	400-848109-IT - AHCL (AHRs)	400-848109
	400-848110-IT - AHSR (AHRs)	400-848110
	400-848112-IT - AHSJ (AHRs)	400-848112
	400-848113-IT - AHBD (AHRs)	400-848113
	400-848114-IT - AHSV (AHRs)	400-848114
	400-848115-IT - AHM (AHRs)	400-848115
	400-848116-IT - AHUV (AHRs)	400-848116
	400-848117-IT - AHWM (AHRs)	400-848117
	400-848118-IT - AHWW (AHRs)	400-848118
	400-848119-IT - BILLING (AHRs)	400-848119
	400-998097-IT Proj - Clarvia (AHRs)	400-998097

	400-998104-IT Proj - Offset (AHRs)	400-998104
	400-999013-IT - Finance	400-999013

EXHIBIT C

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

KEVIN TOBIN and ROSA FALDON, on
behalf of the general public as private
attorney generals,

Plaintiffs,

v.

ADVENTIST HEALTH SYSTEM/WEST,
a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. S-CV-0049484

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS
(CAL. LABOR CODE §§ 2698, *ET SEQ.*)**

You have been identified as an hourly or non-exempt employee who worked for Adventist Health System/West (“Adventist” or “Defendant”) in a Revenue Cycle or IT Department in California between October 19, 2019 and [[**DATE**]], inclusive (“Covered Employee”).

On November 16, 2022, a complaint was filed in Placer County Superior Court (the “Court”) to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et seq.* (“PAGA”). The lawsuit alleges that Covered Employees were not paid for all hours worked, were not provided proper meal periods or rest breaks, were not provided with accurate itemized wage statements, were not paid all wages due at the time of discharge or voluntary quit, were not paid in a timely manner during their employment, were not reimbursed for business expenses, were not provided a safe and healthful work environment, and worked off-the-clock without compensation.

Adventist denies all of Plaintiffs’ allegations and disputes all of Plaintiffs’ claims, and contends that it complied with all applicable laws. The Court has made no determination whether Plaintiffs or Adventist are correct on the merits and, by agreeing to settle, Adventist does not admit any violations or concede the merits of any claim.

Plaintiffs and Defendant reached a settlement of the claims for PAGA civil penalties alleged in the lawsuit. The Court approved the settlement on [[**DATE**]]. By law, 75% of the civil penalties are paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) for the enforcement of the state’s labor laws and 25% are paid to the PAGA Group.

Pursuant to the settlement agreement, the amount to be distributed to the PAGA Group shall be divided by the total number of pay periods as determined by Defendant’s records, worked by all Covered Employees between October 19, 2019 and [[**DATE**]], inclusive. This

amount shall be known as the “Pay Period Value.” Each Covered Employee shall be paid an amount equal to the number of individual pay periods he or she worked for Defendant between October 19, 2019 and **[[DATE]]**. Your Individual Settlement Payment is provided with this Notice, and will remain negotiable for 180 days. If you do not cash, deposit, or negotiate your Individual Settlement Payment within 180 days, the check will be canceled and the funds will be sent to the California Controller’s Unclaimed Property Fund in your name.

The Court-approved settlement contains the following release of claims, which is meant to bar any future litigation by Plaintiff and the California Labor & Workforce Development Agency (“LWDA”), either directly or through any other proxy or agent:

Effective on the date when the Court enters its Approval Order, all Aggrieved Employees and the LWDA will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the LWDA Notice. This Release specifically includes but is not limited to claims for penalties based on underlying alleged violations for: failure to pay minimum wage, including but not limited to failure to pay minimum wage for any uncontrolled or controlled standby hours; failure to pay overtime, including but not limited to any failure to properly calculate and pay overtime wages at the appropriate rate and/or using the appropriate workday and/or workweek; meal period violations, including but not limited to failure to provide meal periods and failure to correctly calculate the appropriate rate of pay for meal period premiums; rest period violations, including but not limited to failure to authorize and permit rest periods and failure to correctly calculate the appropriate rate of pay for rest period premiums; untimely payment of wages; wage statement violations; waiting time penalties; failure to reimburse business expenses; failure to maintain accurate records; and failure to provide a safe and healthful workplace. This Release shall include all theories giving rise to a claim for civil penalties arising under California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 222, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403, 6404, and 6407, as well as the corresponding sections of any applicable Wage Order including without limitation IWC Wage Order 5. As a result of this release, the Aggrieved Employees and LWDA will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 et seq., for any violations of the Released Claims that took place during the PAGA Period.

This release of claims does not cover any other claims you may have against Defendant.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at **[REDACTED]**.

EXHIBIT D

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ADVENTIST HEALTH SYSTEM/WEST

Additional counsel on subsequent page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

KEVIN TOBIN and ROSA FALDON,
individually and on behalf of others similarly
situated,

Plaintiff,

v.

ADVENTIST HEALTH SYSTEM/WEST, a
California Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. S-CV-0049484

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

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Attorneys for Plaintiffs KEVIN TOBIN and ROSA FALDON

on behalf of the general public as private attorney general.

ORDER APPROVING PAGA SETTLEMENT AND ENTERING JUDGMENT

WHEREAS, this action is pending before this Court as an alleged representative action under the Private Attorneys General Act of 2004; and

WHEREAS, the Court has considered the stipulation by Plaintiffs Rosa Faldon and Kevin Tobin (“Plaintiffs”) and Defendant Adventist Health System/West (“Defendant”) for approval of the Parties’ settlement in accordance with the Parties’ PAGA Settlement Agreement (the “Settlement Agreement”). The Court understands that the Settlement Agreement sets forth the terms and conditions for a proposed settlement and entry of judgment. Based on a review of the submissions by the Parties, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All terms used in the Settlement Agreement shall have the same meaning as defined therein.

2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and therefore, are approved by the Court.

3. Compensation to the Labor and Workforce Development Agency (LWDA) and the Aggrieved Employees shall be effected pursuant to the terms of the Settlement Agreement.

4. The Court hereby approves of the payment of attorneys’ fees to Plaintiffs’ Counsel in the sum of \$620,400.00 (Six Hundred Twenty Thousand Four Hundred Dollars and Zero Cents) and costs in the sum of up to \$30,000.00 (Thirty Thousand Dollars and Zero Cents) to be effected in the manner set forth in the Settlement Agreement.

5. The Court hereby approves of the payment in the amount of up to \$30,000.00 (Thirty Thousand Dollars and Zero Cents) to Apex Class Action Administration Group, for performance of its settlement administration services.

6. Upon entry of this Order, the LWDA and each and every Aggrieved Employee, including Plaintiffs, shall be deemed and are deemed to have conclusively released and forever discharged the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are permanently barred and enjoined from the institution or prosecution of all Released Claims against the Released Parties.

7. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of liability or any wrongdoing by the Released Parties. Defendant denies the allegations and claims in this action. The Court's Order is not a finding of the validity or merits of any claims in the lawsuit or of any wrongdoing by the Released Parties.

8. This Order is intended to be a final disposition of the lawsuit in its entirety and is intended to be immediately appealable.

9. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement.

10. The Court hereby enters final judgment in this Action in accordance with terms of the Settlement Agreement.

11. Without affecting the finality of this Order, pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, Plaintiffs, the PAGA Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: _____

The Honorable Judge of the Superior Court



Title	Settlement Agreement
File name	Settlement Agreement.pdf
Document ID	d850e961cdded281530e722e320968c743953ffd
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	08 / 30 / 2024 12:18:57 UTC-7	Sent for signature to Rosa Faldon (faldonr84@yahoo.com) from rotkupman@gmail.com IP: 162.125.47.61
 VIEWED	08 / 30 / 2024 12:19:06 UTC-7	Viewed by Rosa Faldon (faldonr84@yahoo.com) IP: 98.239.71.0
 SIGNED	08 / 30 / 2024 12:19:58 UTC-7	Signed by Rosa Faldon (faldonr84@yahoo.com) IP: 98.239.71.0
 COMPLETED	08 / 30 / 2024 12:19:58 UTC-7	The document has been completed.

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Envelope Id: 952D1CD43A3C4AFA92D29891FA6D17D7

Status: Completed

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Document Pages: 39

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Associate Attorney

Signed: 9/5/2024 8:15:18 PM

Seyfarth Shaw LLP

Signature Adoption: Pre-selected Style

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Roman Otkupman



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Roman@OLFLA.com

Viewed: 9/5/2024 9:11:06 PM

Attorney

Signed: 9/5/2024 9:11:11 PM

Otkupman Law Firm, ALC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 172.56.121.139

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/5/2024 9:11:05 PM

ID: b99f516e-2926-4ab7-9b06-4f43b330d50b

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Completed	Security Checked	9/5/2024 9:11:11 PM
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Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Seyfarth Shaw LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dfrugoli@seyfarth.com

To advise Seyfarth Shaw LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dfrugoli@seyfarth.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Seyfarth Shaw LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dfrugoli@seyfarth.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Seyfarth Shaw LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dfrugoli@seyfarth.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Seyfarth Shaw LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Seyfarth Shaw LLP during the course of your relationship with Seyfarth Shaw LLP.

EXHIBIT 2



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the Stat

Court Case Number *

23C-0069

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

3,530

Gross settlement amount *

1,865,000

Gross penalty amount *

1,184,600

Penalties to LWDA *

888,450

Date of proposed settlement *

09/05/2024

Proposed Settlement and Other Documents

Proposed Settlement *

 Faldon + Tob...greement.pdf

Other Attachment (if any)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

EXHIBIT 3

Roman Otkupman, CSBN 249423
Roman@OLFLA.com

Nidah Farishta, CSBN 312360
Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123,
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile: (888) 850-1310

JAMES HAWKINS APLC

James R. Hawkins, Esq. (#192925)

Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)

Lauren Falk, Esq. (#316893)

Ava Issary, Esq. (#342252)

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com

Email: Greg@jameshawkinsaplc.com

Email: Michael@jameshawkinsaplc.com

Email: Lauren@jameshawkinsaplc.com

Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiffs,

KEVIN TOBIN and ROSA FALDON, on behalf of the general public as private attorney
general.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

KEVIN TOBIN and ROSA FALDON,
on behalf of the general public as private
attorney general,

Plaintiffs,

v.

ADVENTIST HEALTH SYSTEM/WEST,
a California Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: S-CV-0049484

NOTICE OF HEARING ON PLAINTIFFS'
UNOPPOSED MOTION FOR APPROVAL
OF PAGA SETTLEMENT

Date: November 14, 2024

Time: 8:30 a.m.

Dept.: 3

PLEASE TAKE NOTICE that Plaintiff's Motion for Approval of PAGA Settlement will be heard on November 14, 2024 at 8:30 a.m. in Department 3 of the above-entitled Court.

DATED: October 11, 2024

OTKUPMAN LAW FIRM, ALC

By:



Roman Otkupman
Nidah Farishta
Attorneys for Plaintiff,
ROSA FALDON, on behalf of the general public
as private attorney general

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Cure Documents

PAGA Number (LWDA-CM-): *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Firm Name (enter "in pro per" if you are representing yourself) *

Your Email Address *

Your Mobile Phone Number

Your Work Phone Number

Your Street Name, Number and Suite/Apt *

Your City *

Your State *

Your Zip/Postal Code *

Party Submitting Cure Documents

Please select one *

- ☒ Plaintiff/Aggrieved Employee
- ☐ Defendant/Employer

Documents

Please select the document type and upload your attachments

*

- ☐ Additional Information
- ☐ Employer Cure Verification
- ☐ Cure Hearing
- ☒ Other Attachments

Other Attachment *

 Notice of Hea...n (Faldon).pdf

Add Other Attachment

 No file chosen[Add Another Attachment](#)

Until you have received an email confirmation, submission is not considered completed. Should you have questions regarding this online form, please contact PAGACure@Labor.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

EXHIBIT 4

Summary Report

Time - Rosa Faldon

[Print](#) - [Close Window](#)

Year	Month	Project	Rate	Hours	Amount
2022	Oct	Nidah Farishta	\$600.00	0.30	\$180.00
2022	Oct	Roman Otkupman	\$950.00	9.90	\$9,405.00
Total for October 2022				10.20	\$9,585.00
2022	Dec	Nidah Farishta	\$600.00	0.80	\$480.00
2022	Dec	Roman Otkupman	\$950.00	2.10	\$1,995.00
Total for December 2022				2.90	\$2,475.00
Grand Total for 2022				13.10	\$12,060.00
2023	Jan	Nidah Farishta	\$600.00	0.30	\$180.00
2023	Jan	Roman Otkupman	\$950.00	5.10	\$4,845.00
Total for January 2023				5.40	\$5,025.00
2023	Feb	Nidah Farishta	\$600.00	1.40	\$840.00
2023	Feb	Roman Otkupman	\$950.00	10.40	\$9,880.00
Total for February 2023				11.80	\$10,720.00
2023	Mar	Nidah Farishta	\$600.00	0.40	\$240.00
2023	Mar	Roman Otkupman	\$950.00	4.10	\$3,895.00
Total for March 2023				4.50	\$4,135.00
2023	Apr	Nidah Farishta	\$600.00	3.30	\$1,980.00
2023	Apr	Roman Otkupman	\$950.00	4.80	\$4,560.00
Total for April 2023				8.10	\$6,540.00
2023	May	Nidah Farishta	\$600.00	0.50	\$300.00
2023	May	Roman Otkupman	\$950.00	5.90	\$5,605.00
Total for May 2023				6.40	\$5,905.00
2023	Jun	Nidah Farishta	\$600.00	0.60	\$360.00
2023	Jun	Roman Otkupman	\$950.00	0.90	\$855.00
Total for June 2023				1.50	\$1,215.00
2023	Jul	Nidah Farishta	\$600.00	1.70	\$1,020.00
2023	Jul	Roman Otkupman	\$950.00	1.80	\$1,710.00
Total for July 2023				3.50	\$2,730.00
2023	Aug	Nidah Farishta	\$600.00	1.00	\$600.00
2023	Aug	Roman Otkupman	\$950.00	1.10	\$1,045.00
Total for August 2023				2.10	\$1,645.00

2023	Sep	Nidah Farishta	\$600.00	6.20	\$3,720.00
2023	Sep	Roman Otkupman	\$950.00	9.00	\$8,550.00
Total for September 2023				15.20	\$12,270.00
2023	Oct	Nidah Farishta	\$600.00	3.10	\$1,860.00
2023	Oct	Roman Otkupman	\$950.00	6.50	\$6,175.00
Total for October 2023				9.60	\$8,035.00
2023	Nov	Nidah Farishta	\$600.00	0.40	\$240.00
2023	Nov	Roman Otkupman	\$950.00	0.40	\$380.00
Total for November 2023				0.80	\$620.00
2023	Dec	Nidah Farishta	\$600.00	0.50	\$300.00
2023	Dec	Roman Otkupman	\$950.00	1.80	\$1,710.00
Total for December 2023				2.30	\$2,010.00
Grand Total for 2023				71.20	\$60,850.00
2024	Jan	Nidah Farishta	\$600.00	0.60	\$360.00
2024	Jan	Roman Otkupman	\$950.00	0.60	\$570.00
Total for January 2024				1.20	\$930.00
2024	Feb	Nidah Farishta	\$600.00	0.70	\$420.00
2024	Feb	Roman Otkupman	\$950.00	0.50	\$475.00
Total for February 2024				1.20	\$895.00
2024	Mar	Nidah Farishta	\$600.00	0.10	\$60.00
2024	Mar	Roman Otkupman	\$950.00	0.10	\$95.00
Total for March 2024				0.20	\$155.00
2024	Apr	Nidah Farishta	\$600.00	0.30	\$180.00
2024	Apr	Roman Otkupman	\$950.00	0.30	\$285.00
Total for April 2024				0.60	\$465.00
2024	May	Nidah Farishta	\$600.00	3.20	\$1,920.00
2024	May	Roman Otkupman	\$950.00	22.00	\$20,900.00
Total for May 2024				25.20	\$22,820.00
2024	Jun	Nidah Farishta	\$600.00	2.80	\$1,680.00
2024	Jun	Roman Otkupman	\$950.00	17.80	\$16,910.00
Total for June 2024				20.60	\$18,590.00
2024	Jul	Nidah Farishta	\$600.00	1.40	\$840.00
2024	Jul	Roman Otkupman	\$950.00	7.20	\$6,840.00
Total for July 2024				8.60	\$7,680.00
2024	Aug	Nidah Farishta	\$600.00	1.80	\$1,080.00
2024	Aug	Roman Otkupman	\$950.00	5.30	\$5,035.00
Total for August 2024				7.10	\$6,115.00

2024	Sep	Nidah Farishta	\$600.00	8.80	\$5,280.00
2024	Sep	Roman Otkupman	\$950.00	14.80	\$14,060.00
Total for September 2024				23.60	\$19,340.00
2024	Oct	Nidah Farishta	\$600.00	1.90	\$1,140.00
2024	Oct	Roman Otkupman	\$950.00	16.80	\$15,960.00
Total for October 2024				18.70	\$17,100.00
Grand Total for 2024				107.00	\$94,090.00
Grand	Total	Nidah Farishta	\$600.00	42.10	\$25,260.00
Grand	Total	Roman Otkupman	\$950.00	149.20	\$141,740.00
Grand Total for All				191.30	\$167,000.00

EXHIBIT 5

Rosa Faldon v. Adventist Health System/West

Counsel's Costs

EXPENSE CATEGORY

EXPENSE

Filing Fee	\$916.06
Service Fee	\$195.70
Mediation Fees	\$11,000.00
PAGA Filing Fees	\$75.00
Arbitration Fees	\$400.00
CourtCall Fees	\$216.00
Jury Fees	\$158.87
Filing Fees	\$103.55
Postage/Fedex Charges	\$24.70
Photocopy/ Printing Charges	\$1.80
Total Expenses	\$13,091.68

EXHIBIT 6

**Quotation Request:**

Nidah Farishta
Otkupman Law Firm
nidah@olfla.com
818.850.5623

Case Name:

Faldon

Date:

Wednesday, September 18, 2024

RFP Number:

27780010

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications

Number of Aggrieved Employees	3,530
Certified Language Translation:	No
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	6	\$750.00
Data Analyst	Per Hour	\$150.00	6	\$900.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$1,650.00

Project Management

Project Management	Per Hour	\$150.00	8	\$1,200.00
Project Coordinator	Per Hour	\$90.00	8	\$720.00
Data Analyst and Reporting	Per Hour	\$140.00	7	\$980.00
Sub Total:				\$2,900.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$1,000.00	1	\$1,000.00
NCOA Address Update (USPS)	Static Rate	\$706.00	1	\$706.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	\$750.00
Sub Total:				\$3,076.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	8	\$960.00
Account Management and Reconciliation	Per Hour	\$140.00	8	\$1,120.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.50	3,530	\$5,295.00
USPS First Class Postage	Per Piece	\$0.63	3,530	\$2,223.90
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	883	\$2,206.25
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	20	\$2,000.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,500.00	2	\$3,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$1,000.00	1	\$1,000.00
Sub Total:				\$17,805.15

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	7	\$945.00
Project Management Reconciliation	Per Hour	\$100.00	6	\$600.00
Declarations	Per Hour	\$120.00	5	\$600.00
Sub Total:				\$2,145.00

WILL NOT EXCEED: \$27,576.15				
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.